

AG Contract No. KR98 0369TRN
ADOT ECS File No. JPA 98-18
Project: Various
TRACS No. Various
Section: SR-87, SR-260, SR-88 and SR-188
IA-03-12-98-SO-021

INTERGOVERNMENTAL AGREEMENT
(Collection Agreement)
BETWEEN
THE STATE OF ARIZONA
AND
THE UNITED STATES DEPARTMENT OF AGRICULTURE
TONTON NATIONAL FOREST

THIS AGREEMENT is entered into 3 June, 1998,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended,
between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF
TRANSPORTATION (the "State") and the UNITED STATES DEPARTMENT OF
AGRICULTURE, TONTON NATIONAL FOREST, acting by and through its Contracting
Officer (the "Forest Service").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.
2. The Forest Service is empowered by Cooperative Funds Act of 30 June 1914 (16 U.S.C. 498) and the Intergovernmental Cooperation Act of 1968, Title III, 31 U.S.C. 6501-6508, Pub. L. 90-577, as amended, Pub. L. 97-258, 13 Sept. 1982 to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the Forest Service.
3. The State and the Forest Service desire to cooperate in the development and implementation of various future highway construction projects traversing the Tonto National Forest, including improvements to SR-260, SR-87, SR-88 and SR-188. The Forest Service has agreed to provide the State with on the ground support of these various projects, on a cost reimbursement basis, in a total amount not to exceed \$1,500,000.00. Only activities that are outside the current federal funded budget level are subject to this agreement.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

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NO. 22397

Filed with the Secretary of State

Date Filed: 06/03/98

Petrey Bayless

Secretary of State

By Wicki Stenewald

II. SCOPE

1. The Forest Service will:

a. As requested by the State, provide various services directly related to and required by various future state highway improvement projects, including, but not limited to, timber appraisals, marking trees for removal, layout of project specific mitigation measures, project development field reviews, highway right-of-way easements, archaeological or biological fieldwork, NEPA determinations, SHPO and tribal consultations as required.

b. Provide Forest Service on-site representation during construction by State contractors to identify requirements for project specific mitigation measures. Provide technical environmental analysis and documentation sufficient to support a decision on new easements for highway projects. Prepare new easement documents and stipulations as required.

c. No more often than monthly, invoice the State, in the form of Exhibit A, which is attached hereto and made a part hereof, for the reasonable direct actual cost of work accomplished on the States project work, with no profit or fee. Such invoices will be broken down to charges allocated to individual State projects and identified by TRACS number on the invoice. Agreed upon costs will include direct project costs and project personnel costs for survey, design and administration costs.

d. No less often than annually, meet with the State to review and evaluate the upcoming years Program workload, and to forecast estimated costs, required staffing, etc. to be performed by the Forest Service for the benefit of the State.

2. The State will:

Reimburse the Forest Service within 30 days after receipt and approval of invoices, in a total amount not to exceed \$1,500,000.00.

III. MISCELLANEOUS PROVISIONS

1. This agreement is executed as of the last date shown below and expires no later than 30 June 2005, at which time it is subject to review, renewal, or expiration. Either party may terminate this agreement at any time before the date of expiration upon 30 days written notice to the other party.

2. This agreement shall become effective upon filing with the Arizona Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511 pertaining to conflicts of interest on behalf of State employees.

4. The provisions of Arizona Revised Statutes Section 35-214 pertaining to audit are applicable to this contract.

5. Applicable laws of the State and Federal government shall govern the rights of the parties with respect to the performance of this agreement. The parties hereto shall select a process for the resolution of claims or disputes relating to this agreement, compliant with applicable laws and regulations of the State and Federal government, and acceptable to the State and Federal government. Such process will include a provision for arbitration.

6. No member of, or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this agreement, or to any benefits that may arise therefrom; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

7. All contractual notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

USDA Forest Service
Tonto National Forest
Terry Brennan, P.E.
2324 E. McDowell Road
Phoenix, AZ 85006


8. Attached hereto and incorporated herein is the written determination of legal counsel that the State is authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

US DEPARTMENT OF AGRICULTURE
Tonto National Forest

STATE OF ARIZONA
Department of Transportation

By 
CHARLES BAZAN
Forest Supervisor

By 
EDWARD D. WRIGHT
Deputy State Engineer

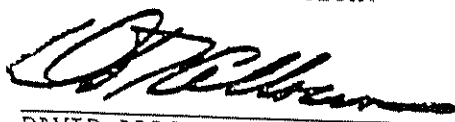
5/15/98
(date)

5/19/98
(date)

RESOLUTION

BE IT RESOLVED on this 28th day of April 1998, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the US Forest Service, Tonto National Forest for the purpose of defining responsibilities for the Forest Service to provide services to the State on projects on SR-87, SR-260, SR-88 and SR-188.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.

A handwritten signature in black ink, appearing to read "D. Allocco", written over a horizontal line.

DAVID ALLOCCO, Manager
Engineering Technical Group
for Mary E. Peters, Director

JPA 98-18

DETERMINATION

Arizona Contract No. JPA 98-18, which is an agreement between public agencies; to wit; the STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the UNITED STATES OF AMERICA, TONTO NATIONAL FOREST, has been reviewed by the undersigned for the United States who has determined that it is in the proper form and within the powers and authority granted to the United States.

No opinion is expressed as to the authority of the State of Arizona to enter into said agreement.

DATED this 15th day of May, 1998.

THE UNITED STATES OF AMERICA

By Perry Brennan



GRANT WOODS
ATTORNEY GENERAL

STATE OF ARIZONA
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1275 WEST WASHINGTON, PHOENIX 85007-2926

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INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR98-0369TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATE May 26, 1998.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/12625

Enc.

